

**SECOND AMENDMENT TO AGREEMENT NO. 11383 BETWEEN ALACHUA
COUNTY AND SIEMENS INDUSTRY, INC. FOR ANNUAL HEAVY EQUIPMENT
HVAC BASIC COVERAGE IN VARIOUS COUNTY BUILDINGS**

THIS SECOND AMENDMENT TO AGREEMENT NO. 11383, is made by and between Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County", and Siemens Industry, Inc., hereinafter referred to as "Contractor". Collectively the County and the Contractor are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, pursuant to Bid No. 20-18, the Parties hereto previously entered into an agreement for annual heavy equipment HVAC basic coverage in various County buildings, dated 9/24/2019 (the "Agreement"); and

WHEREAS, the Parties entered into a First Amendment dated 10/13/2020 (the "First Amendment") to renew the term of the Agreement and add a clause which defines and allows electronic signatures; and

WHEREAS, the Parties desire to further amend the Agreement to provide updates, include additional clauses, and to add services to the Agriculture Center office and auditorium buildings located at 22712 W. Newberry Road, Newberry, Florida 32669 and the CareerSource leased space located at 1112 North Main Street, Gainesville, FL 32601.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **SUB-SECTION #4.1.1** of the Agreement regarding *Method of Payment* is amended in its entirety to read:

4.1.1. The Contractor shall be paid an annual sum of Three Hundred Thirty-Five Thousand, Forty-Four Dollars and Ninety-Two Cents (\$335,044.92) per fiscal year for basic coverage services as described in **Exhibit 1, Scope of Services**, to be paid in monthly installments of Twenty-Seven Thousand, Nine Hundred Twenty Dollars and Forty-One Cents. (\$27,920.41).

2. **TABLE #4.2.A** of the Agreement is amended to add the following. The Parties agree that the line item in the table for the Sub-Total Facilities and the Total amount listed will be increased by the following amounts. All other line items listed in Table 4.2.A remain unchanged by this Amendment.

Table 4.2.A

Building	Monthly Cost	Annual Cost
Agriculture Center Office and Auditorium	\$ 1,231.00	\$14,772.00
CareerSource	\$ 380.00	\$ 4,560.00

3. **SECTION #5** of the Agreement, *Alachua County Minimum Wage*, is amended in its entirety to read:

5. **ALACHUA COUNTY GOVERNMENT MINIMUM WAGE**

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit 5**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 5.3. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.5. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

4. **SECTION #9** of the Agreement, *Project Records*, is amended in its entirety to read:

9. **PROJECT RECORDS**

9.1. **General Provisions:**

- 9.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally,

the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 9.1.3. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County.

9.2. Confidential Information

- 9.2.1. During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

- 9.2.2. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 9.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

- 9.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

5. **SECTION #30** of the Agreement, *U.S. Department of Homeland Security E-Verify System*, is added to read:

30. U.S. Department of Homeland Security E-Verify System

- 30.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.
- 30.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

6. **SECTION #5** of Exhibit 1, *Holidays*, is amended to add the following additional holiday:

Juneteenth June 19th

7. **Exhibit 2, *Equipment List***, is amended to add the following. All other parts of Exhibit 2 remain unchanged by this addition.

Agriculture Center Office and Auditorium				
Address: 22712 W Newberry Road, Newberry, FL 32669				
Location	Manufacturer	Type	Model Number	Serial Number
IFAS Mech Room	Lennox	Air Handling Unit	CBA27UHE-036-230-6-05	1621A02742
IFAS Mech Room	Lennox	Air Handling Unit	CBA27UHE-042-230-6-05	1620M17378
IFAS Mech Room	Lennox	Air Handling Unit	CBA27UHE-060-230-6-05	1620K16590
IFAS Mech Room	Lennox	Air Handling Unit	CBA27UHE-036-230-6-05	1621A02743
Auditorium Mech Room	Lennox	Air Handling Unit	CBA27UHE-048-230-6-05	1620M17944
Auditorium Mech Room	Lennox	Air Handling Unit	CBA27UHE-060-230-6-05	1620L11086
Auditorium Mech Room	Lennox	Air Handling Unit	CBA27UHE-060-230-6-05	1620L10215
Auditorium Mech Room	Lennox	Air Handling Unit	CBA27UHE-048-230-6-05	1620M17945
Auditorium Mech Room	Lennox	Air Handling Unit	CBA27UHE-060-230-6-05	1620K16588
Auditorium Mech Room	Desert Aire	Outside Air Unit	QV08P7E86779	1321E27864

IFAS DATA/IT Room - Area 120	Lennox	Mini-Split Unit	MWCA01254-1P	340A721410106150130080
AUDITORIUM DATA/IT Room - Area 209	Lennox	Mini-Split Unit	MWCA01254-1P	340A721410106150130327
IFAS East Side - Area 120	Lennox	Mini-Split Condensing Unit	MCA01254S-1P	340A993960808070170081
Auditorium West Side - Area 209	Lennox	Mini-Split Condensing Unit	MCA012S5S-1P	340A993960808070170013
IFAS FDC Room - Area 126	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS ELEC Room - Area 117	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Custodial - Area 116	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Restroom - Area 118	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Restroom - Area 119	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Restroom - Area 102	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Restroom - Area 103	Greenheck	Exhaust Fan	SP-B150-QD	N/A
IFAS Breakroom - Area 109	Greenheck	Exhaust Fan	SP-B150-QD	N/A
Auditorium Storage - Area 212	Greenheck	Exhaust Fan	SQ-90-D	17693159
Auditorium Storage - Area 213	Greenheck	Exhaust Fan	SQ-90-D	17693156
Work Bay - Area 214	Greenheck	Exhaust Fan	SQ-100-A	17593133
Auditorium Custodial - Area 208	Greenheck	Exhaust Fan	SP-B150-QD	N/A
Auditorium FDC Room - Area 215	Greenheck	Exhaust Fan	SP-B150-QD	N/A
Auditorium RR (F) - Area 205	Greenheck	Exhaust Fan	SQ-90-D	17693153
Auditorium RR (M)- Area 204	Greenheck	Exhaust Fan	SQ-90-D	17693150
IFAS East Side	Lennox	Condensing Unit	ML14XC1-060-230A04	1920M41711
IFAS East Side	Lennox	Condensing Unit	ML14XC1S042-230C08	1920M50198
IFAS East Side	Lennox	Condensing Unit	ML14XC1S036-230C08	1921A10083
IFAS East Side	Lennox	Condensing Unit	ML14XC1S036-230C08	1921A10075

Auditorium West Side	Lennox	Condensing Unit	TSA048H4N43Y	5819M05495
Auditorium West Side	Lennox	Condensing Unit	TSA048H4N43Y	5819M05471
Auditorium West Side	Lennox	Condensing Unit	TSA060H4N43Y	5820G001925
Auditorium West Side	Lennox	Condensing Unit	TSA060H4N43Y	5820G01951
Auditorium West Side	Lennox	Condensing Unit	TSA060H4N43Y	5820F08779
Auditorium West Side	Desert Aire	Outside Air Condensing Unit	LCS541103926	C2140000027
North Kitchen West Door - Area 202	Mars	Supply Fan/Air Curtain Unit	STD236-UA-0B	10888015
North Kitchen East Door - Area 202	Mars	Supply Fan/Air Curtain Unit	STD236-UA-0B	10888065
South Kitchen Door - Area 202	Mars	Supply Fan/Air Curtain Unit	STD236-UA-0B	10888005
Auditorium Kitchen - Area 202	Captive-Aire	Kitchen Exhaust Fan	DU50HFA	N/A
CareerSource North Central Florida				
1112 North Main Street, Gainesville, FL 32601				
Location	Manufacturer	Type	Model Number	Serial Number
Ceiling	Carrier	Split System 1	38AKS016	200KC0028
Ceiling	Carrier	Split System 2	TBD	TBD

8. This Second Amendment shall take effect upon the date of execution by the parties.
9. **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any supplemental Amendments thereto, shall be and remain in full force and effect. In the event any of the previous amendments to the Agreement conflict with this Second Amendment, the provisions of this Second Amendment shall prevail.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Agreement to be executed on the day and year written below.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair

Board of County Commissioners

Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

APPROVED AS TO FORM

DocuSigned by:
Diana Johnson
9E797AC46776481...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
Ryck
3D673B394F58441...
By: _____
Print: Ryan Casper
Title: Branch Manager
Date: 12/30/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

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mguidry@alachuacounty.us

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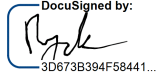
Ryan Casper

ryan.casper@siemens.com

Branch Manager

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Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

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Jaye Athy

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Procurement Specialist

Alachua County Board of County Commissioners

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

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mguidry@alachuacounty.us

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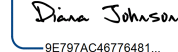
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Thomas (Jon) Rouse

trouse@alachuacounty.us

Contracts Supervisor

Alachua County Board of County Commissioners

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Jaye Athy

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.